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on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

THOMAS GENE NAPPO, an individual, on
behalf of himself and others similarly situated,

Plaintiff,

vs.

FINISHMASTER, INC., an Indiana
corporation; LKQ AUTO PARTS OF
CENTRAL CALIFORNIA, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 24STCV14107

CLASS ACTION

Assigned for All Purposes to

Hon. Stuart M. Rice

Dept: 1

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: January 12, 2026

Time: 10:30 a.m.

Dept.: 1

Original Complaint Filed: June 6, 2024

First Amended Complaint: August 12, 2024

Trial Date: None Set

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RECITALS

Plaintiff Thomas Gene Nappo (“Plaintiff”), individually and on behalf of the Class, and Finishmaster, Inc. and LKQ Auto Parts of Central California, Inc. (“Defendants”) have entered into a class and PAGA action settlement, the terms and conditions of which are set forth in the parties’ Class and PAGA Action Settlement Agreement (hereafter collectively, the “Settlement” or “Settlement Agreement”). Unless otherwise provided in this Order, all capitalized terms shall have the same meaning as set forth in the Settlement Agreement.

Plaintiff’s motion for an order preliminarily approving the settlement of this action, approving the form notice of settlement, and setting a final approval hearing (“Motion”) came on for hearing in Department 1 of this Court on January 12, 2026 at 10:30 a.m.

This Court, having fully considered Plaintiff’s Motion, the Memorandum of Points and Authorities in support, the Declarations in support, the Settlement Agreement, and the proposed form of Class Notice, finds that: (1) the proposed settlement appears fair, reasonable, and adequate, and that a final hearing should be held after notice to the Class (defined below) of the proposed settlement to determine if the Settlement Agreement and settlement are fair, reasonable, and adequate, such that a Final Order and Judgment should be entered in this action based upon the Settlement Agreement, and (2) the PAGA Settlement is fair and adequate and should be approved.

THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:

ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND APPOINTMENT OF CLASS REPRESENTATIVE AND CLASS COUNSEL

1. The Court finds that certification of the following class, for settlement purposes only, is appropriate:

“All individuals employed as non-exempt, hourly individuals that worked for Finishmaster in California during the Class Period (i.e. the period from February 19, 2021, through December 31, 2024).”

2. The Court grants preliminary approval of the terms and conditions contained in the

1 Settlement Agreement. The Court finds that the terms of the Settlement Agreement are within the
2 range of possible approval at the final approval hearing.

3 3. The Court preliminarily finds, for settlement purposes only, that the Class meets
4 (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in
5 the absence of class certification and settlement, each individual Class Member would have to
6 litigate core common issues of law and fact, all relating to Defendants' alleged wage-and-hour
7 violations asserted in the action; (iii) the typicality requirement because Plaintiff and the Class
8 Members' claims all arise from the same alleged events and course of conduct, and are based on
9 the same legal theories; and (iv) the adequacy of representation requirement because Plaintiff has
10 the same interests as all members of the Class, and is represented by experienced and competent
11 counsel.

12 4. The Court further finds, preliminarily and for settlement purposes only, that
13 common issues predominate over individual issues in this litigation and that class treatment is
14 superior to the other means of resolving this dispute. Employing the class device here will not only
15 achieve economies of scale for Class Members with individual claims but also conserve the
16 resources of the judicial system and preserve public confidence in the integrity of the system by
17 avoiding the waste and delay of repetitive proceedings. In addition, certifying the class will
18 prevent inconsistent adjudications of similar issues and claims.

19 5. For settlement purposes only, the Court finds that Plaintiff is an adequate class
20 representative and appoint him as such. The Court further finds that Emil Davtyan, David
21 Yeremian, Alvin B. Lindsay, Enoch J. Kim, and Marta Manus of D.Law, Inc., have adequately
22 represented Plaintiff and the Class in this litigation, and the Court appoints them as Class Counsel.

23 6. The Court appoints Apex Class Action LLC to perform the duties of Administrator
24 for the purpose of issuing the Class Notice and administering the Settlement.

25 7. The Court recognizes that certification under this Order is for *settlement purposes*
26 *only and* shall not constitute or be construed as a finding by the Court, or an admission on the part
27 of Defendant, that this action is appropriate for class treatment for litigation purposes. Entry of this
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1 Order is without prejudice to the rights of Defendants to oppose class certification in the actions,
2 should the proposed Settlement Agreement not be granted final approval.

3 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

4 8. The Court has reviewed the Settlement Agreement and the proposed Class Notice
5 to the Settlement Agreement. The Court finds, on a preliminary basis, that the Settlement
6 Agreement appears to be within the range of reasonableness of a settlement that could ultimately
7 be given final approval by this Court. It appears to the Court on a preliminary basis that:

8 a. The settlement amount is fair and reasonable to all Class Members when
9 balanced against the probable outcome of further litigation relating to liability and damages issues;

10 b. Extensive and costly investigation and research have been conducted such
11 that counsel for the parties at this time are reasonably able to evaluate their respective positions;

12 c. Settlement at this time will avoid additional substantial costs, such as those
13 that have already been incurred by both parties, as well as avoid the delay and risks that would be
14 presented by the further prosecution of this litigation; and

15 d. The proposed settlement has been reached as the result of intensive, serious,
16 and non-collusive arm's-length negotiations.

17 9. The Court further approves the following representative group of employees as
18 governed by the Settlement Agreement with respect to the PAGA claim:

19 "All Class Members who worked during the PAGA Period (i.e. the period from June
20 6, 2023, through December 31, 2024)."

21 10. The Court grants approval of the PAGA Settlement pursuant to the terms and
22 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
23 Settlement are fair and reasonable and approves the PAGA Settlement pursuant to Labor Code
24 § 2699(l)(2).

25 11. Because a PAGA action is not a class action, Class Members may not opt out of, or
26 object to, the PAGA Settlement.

27 12. If the Court does not grant final approval of the Settlement Agreement, approval of
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1 the PAGA Settlement will be vacated.

2 **APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE**

3 **AND TIMELINE FOR SENDING CLASS NOTICE**

4 13. This Court finds that the Class Notice fairly and adequately advises the potential
5 Class Members of the terms of the Settlement and the process for the Class Members to obtain the
6 benefits available under the Settlement Agreement, as well as the right of Class Members to opt
7 out of the class, to file documentation in opposition to the proposed settlement, and to appear at
8 the settlement hearing to be conducted on the date set by the Court. The Court further finds that
9 the Class Notice and proposed distribution of such Class Notice by first-class mail to each
10 identified Class Member at their last known address comports with all constitutional requirements,
11 including those of due process under the United States and California constitutions, and meets the
12 requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766.
13 Accordingly, good cause appearing therefore, the Court hereby approves the proposed Class
14 Notice.

15 14. The Administrator shall, as soon as practicable, but no later than five (5) calendar
16 days after receipt of the Class Data, cause the Class Notice to be mailed by first class mail to all
17 known members of the Class certified by this Court in this action to the most recent address in
18 Defendants' business records for each known member of the Class. The mailing of the Class
19 Notices directed in this Order constitutes the best notice practicable under the circumstances and
20 sufficient notice to all members of the Class.

21 15. The costs of settlement administration, including the cost of printing and mailing
22 the Class Notices, shall be paid from the Gross Settlement Amount. Such costs shall be withheld
23 from the Gross Settlement Amount by the Settlement Administrator pursuant to the terms of the
24 Settlement Agreement.

25 16. Each member of the Class who wishes to be excluded from the Class must submit a
26 request to be excluded from the Settlement by the deadline set forth in the Class Notice. Any Class
27 Member who does not submit a timely request to be excluded from the Settlement consistent with
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1 the terms of the Settlement Agreement shall be bound by the terms of the Settlement Agreement,
2 even if such Class Member has previously initiated or subsequently initiates individual litigation
3 against Defendant or other proceedings encompassed by the Released Class Claims defined in the
4 Settlement Agreement.

5 **OBJECTIONS TO SETTLEMENT**

6 17. Any member of the Class who has not timely elected to be excluded from the Class
7 (“Participating Class Member”), and who wishes to object to the fairness, reasonableness, or
8 adequacy of the Settlement Agreement or the proposed settlement, or to the award of attorneys’
9 fees and costs, shall provide to the Settlement Administrator a written statement of the objection,
10 as well as the specific reasons, if any, for each objection. The Administrator will promptly
11 transmit any objections it receives to Class Counsel and Defendants’ counsel.

12 18. All written objections must be signed by the Participating Class Member or the
13 Participating Class Member’s representative and include the information specified in the Class
14 Notice.

15 19. A Participating Class Member may appear either in person or through personal
16 counsel at the Final Hearing to object to the Settlement. If represented by personal counsel, the
17 counsel will be hired at the Participating Class Member’s expense.

18 20. Class Counsel and Defendants’ counsel shall promptly furnish each other with
19 copies of any and all objections or written requests for exclusion that come into their possession.

20 **FINAL APPROVAL FAIRNESS HEARING**

21 21. The Court grants Plaintiff’s motion to set a settlement hearing for final approval of
22 the Settlement Agreement on _____, at _____ a.m./p.m. in Department 1 of this Court
23 (“Final Hearing”), as set forth in the Class Notice, to determine whether the proposed settlement
24 of this action is fair, reasonable and adequate and should be finally approved. The Court will also
25 consider at the Final Hearing whether applications for Plaintiff’s attorneys’ fees and costs and
26 class representative service award to Plaintiff should be granted and, if so, in what amounts.

27 22. Class Counsel shall file Plaintiff’s memorandum of points and authorities in
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1 support of the final approval of the Settlement Agreement and their request for approval of the
2 attorneys' fees, litigation costs, and service award no later than 16 court days prior to the Final
3 Hearing. After the Final Hearing, the Court may enter a Final Order and Final Judgment in
4 accordance with the Settlement Agreement that will adjudicate the rights of all Class Members.

5 23. All discovery and other pretrial proceedings in this action are stayed and suspended
6 until further order of this Court, except such actions as may be necessary to implement the
7 Settlement Agreement and this Order.

8 24. If, for any reason, the Court does not grant final approval of the Settlement, all
9 evidence and proceedings held in connection therewith shall be without prejudice to the status quo
10 ante rights of the parties to the litigation as more specifically set forth in the Settlement
11 Agreement.

12 **IT IS SO ORDERED.**

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14 Dated: _____, 2025

Hon. Stuart M. Rice

JUDGE OF THE SUPERIOR COURT